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10 ATTORNEYS FOR FIRST INTERSTATE BANK

11
12 IN THE UNITED STATES BANKRUPTCY COURT
13 FOR THE DISTRICT OF MONTANA
14

15 IN RE:) Bankruptcy No.: 06-60855-RBK-11
16)
17 INCREDIBLE AUTO SALES LLC,) **MOTION TO MODIFY STAY**
18)
19)
20 Debtor.)
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25)

The Motion of First Interstate Bank ("Bank"), secured creditor herein, respectfully represents:

1. The Debtor filed a Petition in this Court under Chapter 11 of the Bankruptcy Code on or about October 17, 2006.

2. Debtor is in possession of collateral which, upon information and belief, is owned by a third party and which is subject to Bank's first priority lien. Pursuant to Mont. LBR 4001-1, Bank provides the following information:

A. The present balance owing to Bank, excluding any pre-computed interest or other unearned charges, is \$1,973.10.

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B. The date upon which the subject debt was incurred was March 24, 2006.

C. Bank holds a security interest upon the following described property which, upon information and belief, is in possession of the Debtor:

1991 Mazda Pickup, VIN JM2UF4148M0150836 (the "Vehicle").

D. On March 24, 2006, Leroy A. Landrie, made, executed and delivered to Bank and Note, Disclosure and Security Agreement (the "Contract") in writing, for the principal sum of \$3,315.64. As security for the Contract, Leroy A. Landrie granted Bank a security interest in the Vehicle. A true and correct copy of the Contract is attached hereto as Exhibit "A" and by this reference incorporated herein. Bank perfected its security interest in the Vehicle by filing a Notice of Lien Filing with the Montana Department of Motor Vehicles. A true and correct copy of the Notice of Lien Filing is attached hereto as Exhibit "B" and by this reference incorporated herein. Upon information and belief, Leroy A. Landrie traded in the Vehicle to Debtor in exchange and in credit for his purchase of another vehicle. In the ordinary course of business, the dealer pays off the outstanding balance of the debt against the trade-in vehicle, and obtains title to the same. This did not happen in the present case, and the full balance of the Contract is due and owing, and Leroy A. Landrie is in breach of the Contract.

E. A description of Bank's collateral, including its location, is as follows:

1991 Mazda Pickup, VIN JM2UF4148M0150836

located in Debtor's possession.

F. The fair market value of Bank's collateral is estimated to be \$2,000.00.

G. There are no other security interests or liens which have priority over that of Bank.

H. The outstanding balance of the Contract in the amount of \$1,973.10, is due and payable in full.

1 I. This Motion is made under and pursuant to 11 U.S.C., § 362(d)(i) and
2 §362(d)(ii).

3 J. Other facts which are relevant in determining whether relief should be granted
4 are as follows: None.

5 3. Bank further represents that in the event the Court grants its Motion, Bank
6 will seek foreclosure and liquidation of the above-described collateral in accordance with
7 applicable non-bankruptcy law, and will dispose of the collateral in a commercially
8 reasonable manner.

9 4. Upon disposition, Bank shall account for all proceeds to the Court and agrees
10 to turn over any proceeds in excess of Bank's allowed secured claim to the Trustee.

11 **WHEREFORE**, Bank respectfully requests the Court to grant this Motion to Modify
12 the Stay imposed by §362(a) of the Bankruptcy Code.

13 Dated this 20th day of February, 2007.

14 CROWLEY, HAUGHEY, HANSON,
15 TOOLE & DIETRICH P.L.L.P.

16
17 By /s/ Alan C. Bryan
18 ALAN C. BRYAN
19 P. O. Box 2529
20 Billings, MT 59103-2529
21 Attorneys for First Interstate Bank
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CERTIFICATE OF SERVICE

Under penalty of perjury, I hereby certify that on the 20th day of February, 2007, a true and exact copy of the foregoing was served upon the following parties of record:

[X] via ECF

William L. Needler
555 Stokie Blvd Ste 500
Northbrook, IL 60062
By ECF Notice

Daniel P. McKay
Liberty Center Suite 204
301 Central Ave.
Great Falls, MT 59401
By ECF Notice

Neal G. Jensen
Assistant U.S. Trustee
Liberty Center, Ste 204
Great Falls, MT 59401
By ECF Notice

[X] via U.S. First Class Mail, Postage Prepaid

Incredible Auto Sales LLC
1832 King Ave West
Billings, MT 59102

Leroy A. Landrie
1102 North Crow Avenue
Hardin, MT 59034-1208

/s/ Alan C. Bryan
ALAN C. BRYAN